

SUPREME COURT OF LOUISIANA

NO. 2004-B-0759

IN RE: J. MICHAEL BORDELON

ATTORNEY DISCIPLINARY PROCEEDINGS

JOHNSON, J., dissents and assigns reason:

In the fall of 1991, the complainant, Denise Seidman consulted with Attorney J. Michael Bordelon with reference to a personal injury suit and appropriate investment avenues for her personal injury award. By December, 1991 Michael Bordelon was engaged in a sexual affair with Ms. Seidman.

In January, 1992, Michael Bordelon persuaded Ms. Seidman to lend him and his spouse, Kathryn Hill, also an attorney, Twenty Thousand (\$20,000.00) dollars to use as down payment on the purchase of a home. In return, respondent prepared and executed an unsecured promissory note in favor of Ms. Seidman.

Respondent made several false and irreconcilable statements concerning payment of this note. At the formal hearing on April 11, 2002, respondent testified that he bailed Ms. Seidman out of jail in October, 1994 and that she lived in his home for a period of time. Interestingly, respondent posted a property bond secured by his home and paid a small cash bond as well. Ms. Seidman repaid respondent for the cash bond.

According to the respondent, Ms. Seidman told him at some point before or after he bailed her out of jail that he did not have to pay her back. (The respondent's testimony varies as to whether at that time the balance on the promissory note was \$14,132.00 or "somewhere in the ten to \$12,000.00 range.")

After bailing Ms. Seidman out, on October 24th Michael Bordelon prepared and had her sign a lost note affidavit on November 20th.

I agree with the disciplinary board that respondent made false and irreconcilable statements to the Office of Disciplinary Counsel concerning this promissory note in violation of Rules 8.1(a), 8.4(a) and 8.4(c).

With so many explanations, and the disparity, respondent is not credible. In my mind, Ms. Seidman was victimized twice, first when she was solicited for a

Twenty Thousand (\$20,000.00) dollar loan from a lawyer who acquired knowledge of her personal injury settlement when she consulted with him, and who borrowed the money without advising her to retain independent counsel, and secondly, when he forced Ms. Seidman to sign the lost note affidavit dated November 20, 1994 which described the loan as “paid in full and completely discharged by the makers, and fully satisfied.” The evidence shows that respondent intentionally prepared the lost note affidavit and intentionally misrepresented the debt as paid in full. Respondent knew, or should have known to advise Ms. Seidman to seek independent counsel before executing the lost note affidavit.

The disciplinary board found that respondent intentionally concealed the status of this promissory note throughout the disciplinary process.

I agree with the Board’s recommendation that considering the severity of respondent’s intentional misconduct, he should be suspended from the practice of law for three (3) years.